KEQUESI F	NOT an Order)	HON	I mis KrQ 🗀 is 🖺	is not a small dusiness set-aside					1 age	1 01 22	
1. Request No.		te Issued	3. Requisition/Purcha	se Req	juest No.	<b>4.</b> C	ert For Nat D	ef. Under BDS	SA N	Ratin	
DAAE07-03-Q-T018	3 20	02NOV04	See So			R	eg. 2 and/or D				DOA4
5A. Issued By							6. Deliver by				
TACOM AMSTA-LC-CJBX			W56HZV					See So	chedule		
WARREN, MICHIGAN	N 48397-5000						7. Delivery				
							_		_		
							☐ FOB		x O	ther	
5D For Information	Calle (Name on	d tolonhono	ma ) (Na callact calla)				Destination	on			
LYNDA KIELAN		ia telephone 86)574–671	no.) (No collect calls)								
EMAIL: KIELANL@	racom.army.mii	Ĺ									
8. To: Name and Ad	dress, Including	Zip Code						n (Consignee a	ınd add	ress, in	cluding
							Zip Code)				
								See So	hedule		
10. Please Furnish	Ouotations to	IMPORTA	NT: This is a request f	or info	ormation, and quot	atior	ns furnished a	re not offers.	If you a	are una	able to quote,
the Issuing Office in	-	please indi	cate on this form and re	eturn i	it to the address in l	Bloc	k 5B. This re	quest does not	commi	t the G	overnment to
or Before Close of B	Business		osts incurred in the pre	-			•				
(Date) 2002DE	C23		re of domestic origin unluest for Quotation must				oter. Any inte	erpretations ar	ıd/or ce	rtificat	ions attached
		to this Keq	dest for Quotation must	i be co	inpleted by the quo	ter.					
		1	1. Schedule (Include app	plicabl	le Federal, State, an	ıd lo	cal taxes)				
Item Number		Supplie	s/Services		Quantity		Unit	Unit Pr	ice		Amount
(a)		(	<b>b</b> )		(c)		(d)	(e)			(f)
		(See Se	chedule)								
12 D'	4 P	ı	10.01		1 20 6 1 1 7		20.00	<u> </u>	-	<u> </u>	l. P
12. Discount For Pro	ompt Payment		a. 10 Calendar Days		b. 20 Calendar Day		c. 30 Cal	endar Days			dar Days
			9/0	0		%		%	Nun	nber	Percentage
NOTE: Additional	provisions and r	epresentatio	ons 🗌 are 🔲 are not	t attacl	hed.		•		•		
13. Name and Address of Quoter (Street, City, County, State and					Signature of Person	Aut	thorized to Sig	n	15. Dat	te of Qu	uotation
Zip Code)				(	Quotation						
							16. S	igner			
				a. N	ame (Type or Print	(1)	·			b. Tele	phone
									Area C	Code	
				c. T	itle (Type or Print)				Numbe	er	
AUTHODIZED FO	DIOCAL DED	PODITCTIC	N			-	Stone	dard Form 18	(Doy 9	05)	_

over guidance found on the TACOM contracting web page.

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Name of Offeror or Contractor:

SUPPLEMENTAL	TNECDMARTON

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

Requirement is for Manufacturer's Part Number. The following part numbers are acceptable. Kamatsu American Int'l Co (29510) P/N 1125532C1; Navistar Int'l Melrose Park (92679) P/N 1125532C1; NAACO Materials Handling Corp (30076) P/N 282340; Hader Inc. (1N365) P/N: HI-1125532C1.

\*\*\* END OF NARRATIVE A 001 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY	53	EA	\$	\$
	NSN: 3930-01-185-8277 NOUN: CYLINDER ASSEMBLY,A FSCM: 29510				
	PART NR: 1125532C1 SECURITY CLASS: Unclassified PRON: EH284916EH PRON AMD: 02				
	AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD-2073-1D				
	UNIT PACK: 1 INTERMEDIATE PACK: 1				
	LEVEL PRESERVATION: Military LEVEL PACKING: A				
	MARKING OF EXTERIOR PACK TO BE SHOWN IN ACCORDANCE WITH MILSTD 129. BAR CODING REQUIREMENTS APPLY IN				
	ADDITION TO MILSTD 129 MARKINGS.				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV22680924         W25G1U         J         3				
	DEL REL CD QUANTITY DAYS AFTER AWARD 001 13 0150				
	002 9 0150				
	003 9 0150				
	004 9 0150				
	005 3 0150				
	FOB POINT: Origin				
	SHIP TO: PARCEL POST ADDRESS  (W25G1U) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
	DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	002         W56HZV22680925         W62G2T         J         3           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         6         0150				

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EM NO		SUPPLIES/SERV	TCES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	002	4	0150				
	FOB POINT	: Origin					
	SHIP TO:	FREIGHT ADDRESS					
		XU DEF DIST DEPOT					
		25600 S CHRISMAN I REC WHSE 10 PH 20					
		TRACY					
	l			1	1 l		

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Supplies or Services and Prices/Costs				
0002AA	Option Quantity	27	EA	\$	\$
	NOUN: CYLINDER ASSEMBLY				
	FSCM: 29510				
	PART NR: 1125532C1				
	SECURITY CLASS: Unclassified				
	OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE				
	ENTITLED OPTION FOR INCREASED QUANTITY				
	SEPARATELY PRICED LINE ITEM				
	The quantity stated for the option CLIN DOES				
	NOT Form a part of the basic contractual				
	quantity. Part or all of it may, however,				
	be added to the contract by exercise of the				
	option clause, at the discretion of the				
	Government.				
	The failure of the offeror to insert a unit				
	price applicable to the option quantity shall				
	mean that the offeror will supply all or any				
	part of the option, if exercised by the				
	Government, at the basic contract unit price,				
	and the offer will be evaluated for award accordingly.				
	decoraringly.				
	(End of narrative B001)				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	MIL-STD-1073-1D				
	UNIT PACK: 1				
	LEVEL PRESERVATION: Military				
	LEVEL PACKING: A				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001				
	DEL REL CDQUANTITY DEL DATE				
	001 27 UNDEFINITIZED				
	FOB POINT: Destination				
	GUED TOU DEPOSIT FORT				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE				
	(SHIP-TO) WILL BE FURNISHED PRIOR				
	TO THE SCHEDULED DELIVERY DATE FOR				
	ITEMS REQUIRED UNDER THIS				
	REQUISITION.				

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#### Name of Offeror or Contractor:

CONTRACT CL	AUSES		
3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
4	52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN/1988
5	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2002
6	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
7	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
8	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
9	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
10	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
11	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read: US ARMY TANK-AUTOMOTIVE &	
		ARMAMENTS COMMAND	
12	52.247-29	F.O.B. ORIGIN	JUN/1988
13	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
14	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
15	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
16	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
17	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONSALTERNATE I dated APR 2002)	APR/2002
(a)			

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336211.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) Representations.
    - (1) The offeror represents as part of its offer that it  $[\phantom{x}]$  is,  $[\phantom{x}]$  is not, a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a woman-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it [ ] is, [ ] is not, a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not, a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -
- (i) It [ ] is, [ ] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [ ] is, [ ] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: \_\_\_\_\_\_

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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#### Name of Offeror or Contractor:

	(7)	[Complet	e if	offeror	represented	itself	as	disadvantaged	in	paragraph	(b)(2)	of	this	provision.	] The	offeror	shall	check
the	category i	n which i	ts o	wnership	falls:													

- [ ] Black American.
- [ ] Hispanic American.
- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [ ] Individual/concern, other than one of the preceding.
- (c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
  - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

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[End of Provision]

18 52.204-4006 INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED MAY/2000 (TACOM) ACQUISITIONS AND DESIGNATION OF F.O.B. POINT

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
  - (d) We hereby specify that the required F.O.B. point for this acquisition is Origin.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

19 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES

- (a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

20 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY APR/1997 (TACOM)

- (a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 27 units. The unit price for such option quantity shall be as set forth in CLIN 0001AB. This option may be exercised by the Government at any time, but in any event not later than 180 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.
- (b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.
- (c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

21 52.242-4022 DELIVERY SCHEDULE MAY/2000 (TACOM)

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- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 150 days after the date of award, or, N/A days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: at no additional cost to the government.
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

22 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

- (a) Definitions.
- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (d) Taxpayer Identification Number (TIN).
    - \* TIN:\_\_\_\_\_.
    - $\star$  TIN has been applied for.
    - \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

CONTIN	TTTA	TION	CITTOTAL
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Name of Offeror or Contractor:	
Nume of Official of Contractor.	

* Offeror is an agency or ins	trumentality of a for	reign government;		
* Offeror is an agency or ins	trumentality of a Fed	deral Government;		
* Other. State basis				
(e) Type of organization.				
* Sole proprietorship;				
* Partnership;				
* Corporate entity (not tax-en	xempt):			
* Corporate entity (tax-exemp	t):			
* Government entity (Federal,	State, or local);			
* Foreign government;				
* International organization	per 26 CFR 1.6049-4;			
* Other				
(f) Common Parent.				
* Offeror is not owned or con	trolled by a common p	parent as defined in paragraph	(a) of this provision.	
* Name and TIN of common pare:	nt:			
Name				
TIN				
	[Er	nd of Provision]		
23 52.207-4 ECONOM	IC PURCHASE QUANTITY	SIIDDI.IES	AUG/1987	
$\hbox{(a)}  \hbox{Offerors are invited to state} \\ \hbox{requested in this solicitation is (are)} \\$			es on which bids, proposals, or o	quotations a
(b) Each offeror who believes that	t acquisitions in dif	fferent quantities would be mo	re advantageous is invited to red	commend an
economic purchase quantity. If difference conomic purchase quantity is that quan				
different quantity points, this informa	tion is desired as we	ell.		
	OFFERO	OR RECOMMENDATION		
<u>ITEM</u>	QUANTITY	PRICE <u>QUOTATION</u>	TOTAL	
<del></del>	<del>_</del>	<del></del>	<del></del>	

<sup>(</sup>c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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[End of Provision]

		[End of Pr	ovision]	
24 5	2.222-22	PREVIOUS CONTRACTS AND COMPLIANCE	REPORTS	FEB/1999
The offeror	represents that-	-		
(1) It	[ ] has			
participated in a	previous contra	ct or subcontract subject to the E	QUAL OPPORTUNITY clause of this solicit	tation;
(2) It	[ ] has			
filed all require	d compliance rep	orts; and		
(3) Re before subcontrac		dicating submission of required co	mpliance reports, signed by proposed su	abcontractors, will be obtained
		[End of Pr	ovision]	
25 5	2.222-25	AFFIRMATIVE ACTION COMPLIANCE		APR/1984
The offeror	represents that			
(1) It		oped and has on file eveloped and does not have on file	,	
at each establish 2), or	ment, affirmativ	e action programs required by the	rules and regulations of the Secretary	of Labor (41 CFR 60-1 and 60-
(2) It regulations of th			the written affirmative action program	ms requirement of the rules and
		[End of Pr	ovision]	
26 5	2.247-60	GUARANTEED SHIPPING CHARACTERISTIC	s	DEC/1989
packaged separate furnish sufficien evaluation will b or in the absence based on the actu the contract price	ely. This inform the data in subpar se based on the se thereof, by the thal shipping char the shall be reduc	ation will be used to determine tr agraph (a)(1) of this clause, to p hipping characteristics submitted Contracting Officer's best estima acteristics, exceed the item shipp	of this clause, for each part or comportant ansportation costs for evaluation purpolermit determination by the Government of the offeror whose offer produces the te of the actual transportation costs. ing costs used for evaluation purposes rence between the transportation costs acteristics had been accurate.	oses. If the offeror does not of the item shipping costs, a highest transportation costs If the item shipping costs, the Contractor agrees that
(1) To	be completed by	the offeror:		
(i		uter" container: Wood Box [ ], F	riber Box [ ], Barrel [ ], Reel [ ],	Drum [ ],
(i	i) Shipping c	onfiguration: Knocked-down [ ],	Set-up [ ], Nested [ ], Other (specif	Ey);
(i	ii) Size of ou = Cu		h), x inches (Width), x inc	ches (Height)
(i	v) Number of	items per outer container	Each;	
(v	) Gross weig	ht of outer container and contents	LBS	

<b>CONTINUATION</b>	<b>SHEET</b>
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N	ame	of	Offeror	or Contractor:

\*Nu

	(vi)	Palletized/skidded [ ] Yes [ ] No;
	(vii)	Number of outer containers per pallet/skid;
	(viii)	Weight of empty pallet bottom/skid and sides LBS;
	(ix)	Size of pallet/skid and contents;
	(x)	Number of outer containers or pallets/skids per railcar *
		Size of railcar
		Type of railcar
	(xi)	Number of outer containers or pallets/skids per trailer *
		Size of trailer
		Type of trailer
mber of co	mplete u	nits (contract line item) to be shipped in carrier's equipment.
(2)	To be c	ompleted by the Government after evaluation but before contract award:
	(i)	Rate used in evaluation;
	(ii)	Tender/Tariff;
	(iii)	Item;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

27 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002

(a) Definitions. As used in this clause--

- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) <u>Department of Defense</u> (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

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- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
    - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
      - (i) This contract is a construction contract; or
      - (ii) The supplies being transported are-
        - (A) Noncommercial items; or
        - (B) Commercial items that-
  - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
  - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
  - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;

## Reference No. of Document Being Continued Page 14 of 22 **CONTINUATION SHEET** PIIN/SIIN DAAE07-03-Q-T018 MOD/AMD Name of Offeror or Contractor: (8) Gross weight in pounds and cubic feet if available; (9) Total ocean freight in U.S. dollars; and (10) Name of the steamship company. (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause. [End of Clause] 28 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE MAY/2000 (TACOM) (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/ (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.) (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage: Warren: http://contracting.tacom.army.mil/awards\_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm Red River Army Depot: http://www.redriver.army.mil/contracting/Awards Anniston Army Depot: http://www.anadprocnet.army.mil (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions. (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional". (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award. (e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059. [End of Clause] 29 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAY/2000 (TACOM) (a) If you have a company data fax number, please provide it on the following line:\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly

solicitations, please provide the complete e-mail address on the following line:

(c) Provide your CAGE (Contractor And Government Entity) code here: \_

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30 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

31 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

#### (b) Definitions:

- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

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(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

32 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES FEB/1994 (TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

- 33 52.213-4007 QUOTER REPRESENTATIONS (REQUEST FOR QUOTATIONS) FEB/1998 (TACOM)
- (a) As part of this quotation, we represent as the quoter that we--

[ ] Do [ ] Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term <u>supplies</u> is defined in the <u>Transportation of Supplies by Sea</u> clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Clause]

34 52.213-4859 ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR JUL/2001 (TACOM) OUOTATIONS (TACOM)

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. You must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read Ofice 97\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files.

- (b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
- (1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact

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phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).

- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".
- (3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e:mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Note: Please select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

- (c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM before the due date for quotations. Contact the buyer identified in Block 5(b) of the SF18 Request for Quotation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.
  - (d) Electronic quotations should include, as a minimum:
    - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
  - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
  - (4) Any other information required by the Request for Quotations.
  - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

35 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

36 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party

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information is not to be revealed by the contracted system administrator. [End of clause]

37 52.217-4003 EVALUATION OF INCOMPLETE OPTION PRICING MAY/2000 (TACOM)

- (a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this solicitation) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.
- (b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, the Government will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

38 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993 (TACOM)

- (a) Definitions.
- (1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:
  - (i) chlorofluorocarbon-11 (CFC-11)
    (ii) chlorofluorocarbon-12 (CFC-12)
    (iii) chlorofluorocarbon-13 (CFC-13)
  - (iv) chlorofluorocarbon-111 (CFC-111)
  - $(v) \qquad \quad \text{chlorofluorocarbon-112 (CFC-112)}$
  - (vi) chlorofluorocarbon-113 (CFC-113)
    (vii) chlorofluorocarbon-114 (CFC-114)
  - (viii) chlorofluorocarbon-115 (CFC-115)
  - (ix) chlorofluorocarbon-211 (CFC-211)
  - (x) chlorofluorocarbon-212 (CFC-212)
  - (xi) chlorofluorocarbon-213 (CFC-213)
  - (xii) chlorofluorocarbon-214 (CFC-214)
    (xiii) chlorofluorocarbon-215 (CFC-215)
  - (xiv) chlorofluorocarbon-216 (CFC-216)
  - (xv) chlorofluorocarbon-217 (CFC-217)
  - (xvi) halon-1211
  - (xvii) halon-1301
  - (xviii) halon-2402
  - (xix) carbon tetrachloride
  - (xx) methyl chloroform
  - (xxi) Methyl bromide
  - (xxii) hydrobromofluorocarbons (HBFCs)
  - (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.
- (2) <u>Directly requires the use of CIODS</u> means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.
- (3) <u>Indirectly requires the use of CIODS</u> means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.
  - (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and

[ ] have not

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specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
- (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.
  - (d) Please summarize your own review of our specification/technical data package, by completing the following:

(1)	Dui	ring	our	review	of	the	specification	or	technical	data	package	in	this	solicitation,	we
	[	]	have												
	[	]	have	not											

found any direct requirements to use any CIODS. (If <u>have</u> is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

		<u>Spec/Standard</u>	Required CIODS	Available?
	-			
(2)	Further, in our re	eview of the specification	or technical data packa	age in this solicitation, we
	[ ] have			

found any indirect requirements to use any CIODS. (Offerors who check <u>have</u> above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	Required CIODS	<u>Available?</u>

- (e) Offerors who check <u>have</u> in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.
- (f) If you checked <u>have</u> in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:
  - --One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- --The second price/offer, labeled <u>without CIODS</u>, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.
- (g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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Name of Offeror or Contractor:

39 52.246-4005 (TACOM)

INSPECTION AND ACCEPTANCE POINTS: ORIGIN

FEB/1995

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

40 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 (TACOM)

MAR/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

[End of Clause]

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
  - (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

41 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT (TACOM)

FEB/2002

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government Bill(s)/Commercial of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
  - (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

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Name of Offeror or Contractor	Name	of	Offeror	or C	ontractor
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Name of Offeror or Contractor: 42 52 247-4010 TRANSPORTATION DATA FOR FOR ORIGIN OFFERS FEB/1994 (TACOM) (a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs. Offeror represents that: (1) Facilities for shipping by rail [ ] are [ ] are not available at the F.O.B. point(s) stated in this solicitation. (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is: (NAME) (LOCATION) (3) Facilities for shipping by water [ ] are [ ] are not available at the F.O.B. point(s) stated in this solicitation. (4) Facilities for shipping by motor [ ] are [ ] are not available at the F.O.B. point(s) stated in this solicitation. (5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

\_\_ /Unit \_\_\_/Unit MOTOR:\_\_\_ \_\_\_/Unit WATER:\_\_\_

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

- (b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.
- (c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.
- (d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

43 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE

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CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]